

AMENDMENT

**PHSKC Agreement #EHS3681
Amendment #1**

This Amendment between PHSKC and the Recipient changes the referenced Agreement for the following purpose(s): Extends end date of agreement to 12/31/2016 and adds year two funding (\$11,004.06) to continue hazardous waste collection activities to protect residents' health and the environment.

Recipient Name & Address: City of Maple Valley
P. O. Box 320
Maple Valley, WA 98038

Project Title: Local Hazardous Waste Management Program

Effective Date of Amendment: June 1, 2015

Agreement End Date: ☐ No Change X Change to: **December 31, 2016**

Agreement Amount: ☐ No Change X Change to: **\$21,748.17**

Funding Details: X No Change ☐ Revise the following funding details:

<u>Funding Source</u>	<u>PHSKC Contract #</u>	<u>Amount</u>	<u>Effective Dates</u>	<u>New or Revised</u>
County - LHWMP		\$11,004.06	6/1/2015 – 12/31/2016	REVISED

Funding Summary: ☐ No Change X Revise to read:
FEDERAL: \$0 COUNTY: \$21,748.17 STATE: \$0 OTHER: \$0

Exhibits: ☐ No Change X Revise as follows: **REPLACE** following exhibits as attached hereto:

- EXHIBIT A – Scope of Work
- EXHIBIT B – Budget
- EXHIBIT C – Invoice

King County Terms & Conditions: X No Change ☐ Revise as follows:

All other terms and conditions of the referenced Agreement and any previous Agreement amendment not revised herein shall remain unchanged and in full force and effect.

RECIPIENT SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
PHSKC SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

**EXHIBIT A
SCOPE OF WORK
AMENDMENT #1**

**CITY OF MAPLE VALLEY
1/1/2015-12/31/2016**

Background

The Local Hazardous Waste Management Plan (hereafter referred to as the “Plan”) as updated in 1997 and 2010, was adopted by the partner agencies (the King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division, and the Seattle-King County Department of Public Health) and the cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the “Program”).

The purpose of this Exhibit is to define the relationship associated with the Program’s funding of City activities performed under the auspices of the Plan and as approved by the Program’s Management Coordination Committee (hereinafter referred to as the “MCC”). This Agreement further defines the responsibilities of the City and Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Maple Valley will organize four citywide household hazardous waste collection and recycling events. At these events the following materials will be collected and recycled: motor oil, motor oil filters, petroleum based products, antifreeze, batteries, CFCs and other materials if determined to be cost effective.

Responsibilities of the Parties

The City

1. The City shall develop and submit project proposals and budget requests to the Program’s Contract Administrator. Funds provided to the City by the Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. For reimbursement the City shall submit the following to the Contract Administrator:
 - a) An invoice (see Exhibit C). Invoices should be sent to the Contract Administrator for approval and payment.
 - b) A brief description of activity accomplished and funds expended in accordance with the scope of work.
 - c) Copies of invoices for expenditures or a financial statement prepared by the City’s finance department. The financial statements should include vendor names, a description of services provided, date paid and a check or warrant number.

3. The City shall notify the Contract Administrator no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.
5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. The intent of this provision is to further strengthen this regional partnership in the public's mind.
7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
8. This project shall be administered by Diana Pistoll at the City of Maple Valley, PO Box 320, Maple Valley, at (425) 413-8800, (diana.pistoll@maplevalleywa.gov) or her designee.
9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Director for resolution.

Seattle-King County Department of Public Health

1. Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
2. Within ten (10) working days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Administrator will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

Program Contacts

Lynda Ransley
LHWMP Program Director
150 Nickerson Street, Suite 204
Seattle, WA 98109
206-352-8163
lynda.ransley@kingcounty.gov

Paul Shallow
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-8487
paul.shallow@kingcounty.gov

**EXHIBIT B
AMENDMENT 1**

2015-2016 BUDGET

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

City of Maple Valley
P O Box 320
Maple Valley, WA 98038

Component Description	2015 Budget	2016 Budget	Total
Household Hazardous Waste Education			
Household Hazardous Waste Collection	\$10,744.11	\$11,004.06	\$21,748.17
TOTAL	\$10,744.11	\$11,004.06	\$21,748.17

Footnote: The 2015 and 2016 budgets can be partly or totally spent in either 2015 and/or 2016 but cannot exceed the budget total in these two years.

INVOICE

Contract Number: EHS3681

Exhibit: C

Amendment #1

Remit to: City of Maple Valley

PO Box 320

Maple Valley WA 98038

Diana Pistoll

425-413-8800

diana.pistoll@maplevalleywa.gov

Submit signed invoice to:

Paul Shallow

Public Health - Seattle & King County

Local Hazardous Waste Management Program

401 Fifth Ave., Suite 1100

Seattle, WA 98104

206-263-8487

paul.shallow@kingcounty.gov

Invoice for services rendered under this contract for the period of: _____

Expenditure Item	Total 2015-2016 Budget	Current Expenditure	Previous Expenditure	Balance
HHW Education				
HHW Collection	21,748.17	5,372.05		\$16,376.12
TOTAL	21,748.17	\$5,372.05		\$16,376.12

I, the undersigned, do hereby certify under penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed

Date

Contract Administrator Approval

Date

Print Name

King County Accounts Payable Information

Purchase Order # _____

Supplier Name City of Maple Valley

Supplier # 6479

Supplier Pay Site City of Maple Valley

Invoice Date _____

Invoice # _____

Amount to be Paid _____

Note to AP _____

Print on Remittance _____

LHW Program name & phone Paul Shallow 206-263-8487